



BENTON COUNTY ROAD DEPARTMENT-2021 (4) GRADERS RE-BID

RFB Issue/Ad Date(s): March 7, 2021

RFB Issuing Office: Benton County Government

Properties Representative: Terry Lewis
Office Phone: 479-464-6168
Fax: 479-271-1748
E-mail: terry.lewis@bentoncountyar.gov

**USPS Mail Address:
(or hand-deliver)** Benton County Administration Building
Properties Office
215 E. Central Ave., Ste. 304
Bentonville, AR 72712
Attention: Terry Lewis

Bid Due / Deadline: March 17, 2021 11:00 am local time

Bid Opening via Zoom: March 17, 202 11:00 am local time

Pursuant to Arkansas Code Annotated §22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

RFB's shall be submitted in sealed envelopes labeled: **2021 Graders Re-Bid** with the name and address of the Bidder.

RFB's shall be submitted in accordance with the attached Benton County specifications and RFB documents attached hereto. Each Bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection

Benton County, Arkansas is requesting annual bids for (4) graders and (1) Purpose Built Right of Way Mower. To be considered, bid must be received at the Benton County Administration Building, 215 East Central, Ste. 304, Bentonville, Arkansas before March 17, 2021 @ 11:00 am (local time). Bid opening will be via zoom on March 17, 2021 @ 11:00 am local time.

Forms and addendums can be downloaded from the County's web site at <https://bentoncountyar.gov/accounting/open-bids/>. All questions regarding the qualification process should be directed to Terry Lewis at terry.lewis@bentoncountyar.gov or by telephone at 479-464-6168. All questions regarding specifications should be directed to Marty McConnell at 479-271-1052 or e-mail marty.mcconnell@bentoncountyar.gov.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Pursuant to Arkansas Code Annotated §22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Benton County reserves the right to reject any and all bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of Benton County for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against Benton County because of such rejections. The filing of any bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Ad Dates: March 7, 2021

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Section A: General Terms & Conditions

1. SUBMISSION OF A BID:

- A. Please submit (1) electronically (CD or USB flash drive) in addition to one (1) hard copy. Please submit your documents on a properly labeled CD or USB flash drive. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to County employees.
- B. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Benton County. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- C. Bidders shall submit a bid based on documentation published by Benton County.
- D. Bids shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central, Room 304, Bentonville, Arkansas 72712. The name, address of the firm and RFB name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- E. Bids must follow the format of the RFB. Bidders should structure their responses to follow the sequence of the RFB.
- F. Bidders shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Bidder may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.
- G. Bidder is advised that exceptions to any of the terms contained in this RFB must be identified in its response to the RFB. Failure to do so may lead the County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- H. Bids will need to be received by March 17, 2021 @ 11:00 am (local time).

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the County Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFB made or given prior to the award of the contract.

3. RIGHTS OF BENTON COUNTY IN REQUEST FOR BID PROCESS:

In addition to all other rights of Benton County, under state law, the County specifically reserves the following:

- A. Benton County reserves the right to rank firms and negotiate with the highest-ranking firm.
- B. Benton County reserves the right to select the bid that it believes will serve the best interest of the County.
- C. Benton County reserves the right to accept or reject any and all bids.
- D. Benton County reserves the right to cancel the entire request for bid.
- E. Benton County reserves the right to remedy or waive technical or immaterial errors in the request for bid or in bids submitted.
- F. Benton County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid.
- G. Benton County reserves the right to make selection of the Bidder to perform the services required on the basis of the original bid without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified bids. The different evaluation parameters are shown in the chart below:

Item No.	Parameter
1	Specialized experience and technical competence of the firm with respect to the type of professional services required.
2	Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
3	Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines.
4	Firm's proximity to and familiarity with the area in which the project is located.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne solely by the Bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Bidder(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- A. The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated §14-14-1202.
- B. The Bidder shall promptly notify Benton County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Bidder may undertake and request an opinion to the County as to whether the association, interest or circumstance would, in the opinion of the County; constitute a conflict of interest if entered into by the Bidder. The County agrees to communicate with the Bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF BID:

A bid may be withdrawn at any time.

9. LATE BID OR MODIFICATIONS:

- A. Bid and modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected bids. Bidders should contact the County Properties office at (479) 464-6168 to ensure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Bentonville, Arkansas on the date listed. All bids shall be received in the County Properties office BEFORE the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

- A. The laws of the State of Arkansas apply to any purchase made under this request for bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated §22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

- A. Benton County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor.
- B. Freedom of Information Act: County contracts and documents prepared while performing County contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Benton County, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (§A.C.A. 25-19-101). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. COUNTY INDEMNIFICATION:

- A. Due to the County statutory tort immunity, it doesn't carry liability insurance for such claims. **Accordingly, any contract entered into with the successful bidder/candidate may not include a clause in which the County agrees that it or its' officials or employees will indemnify the other party.**
- B. The successful Bidder(s) agrees to indemnify the County and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Bidders prior to submitting a bid on this requirement.

15. PAYMENT AND INVOICING:

The Bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFB. Further, the successful Bidder is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFB.

16. CANCELLATION:

- A. The County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Benton County.
- C. In addition to all other legal remedies available to Benton County, the County reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Benton County.
- D. Any contract entered into with a successful bidder/candidate extending beyond the current budget year the County (which is the calendar year) is subject to non-appropriation. Accordingly, any contract entered into by the County must provide that in the event no funds or insufficient funds are appropriated for the continuation of the contract, the contract will end as of the last day for which funds were appropriated without penalty to the county.

17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- A. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Bidder intends to subcontract a portion of this work, the Bidder shall disclose such intent in the bid submitted as a result of this RFB.
- B. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

Award of this RFB shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

19. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this RFB from the Bidder. When approved by the County as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

20. SERVICES AGREEMENT OR CONTRACT:

A written agreement, incorporating the information from the successful bid will be prepared by the Bidder, signed by the successful Bidder and presented to Benton County for approval and signature of the County Judge.

21. INTEGRITY OF REQUEST FOR BID DOCUMENTS:

Bidders shall use the original RFB form(s) provided by the County Properties office and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the RFB form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. **Any modifications or alterations to the original RFB documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of such RFB response.** Any such modifications or alterations a Bidder wishes to propose shall be clearly stated in the Bidder's RFB response and presented in the form of an addendum to the original RFB documents.

22. OTHER GENERAL CONDITIONS:

- A. Bidder must provide the County with their bids signed by an employee having legal authority to submit bids on behalf of the Bidder. The entire cost of preparing and providing responses shall be borne by the Bidder.
- B. The County reserves the right to request any additional information it deems necessary from any or all Bidders after the submission deadline.
- C. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County to pay for any costs incurred by Bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this request for bid is at the Bidder's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the bid is accepted.
- D. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.
- E. Any uncertainties shall be brought to the attention of Terry Lewis immediately via telephone (479) 464-6168 or by e-mail at Terry.Lewis@bentoncountyar.gov. It is the intent and goal of Benton County to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bid terms.
- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Terry Lewis, Benton County, via e-mail at Terry.Lewis@bentoncountyar.gov or telephone at (479) 464-6168. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- G. At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Bidder shall submit an

“Authorized Signature Page” containing the signature of a duly authorized officer or agent of the Bidder’s company empowered with the right to bind and negotiate on behalf of the Bidder for the amounts and terms proposed.

- H. Any information provided herein is intended to assist the Bidder in the preparation of bid necessary to properly respond to this RFB. The RFB is designed to provide qualified Bidders with sufficient basic information to submit bids meeting specifications and/or test requirements, but is not intended to limit a RFB’s content or exclude any relevant or essential data.
- I. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. **Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.**
- J. The successful Bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Benton County. In case the successful Bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- K. The successful Bidder’s attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Benton County.
- L. All Benton County properties are tobacco-free zones. Bidder, contractor(s), subcontractor(s) and all hired staff – whether part time or full time – shall abide by County rules. County Property includes interior of County buildings, exterior yards, lawns, parking lots, and picnic areas.
- M. All charges **should** be included on the Official Bid Sheet(s) which includes all associated costs (including but not limited to delivery, tax, freight, etc.) for the goods or services being bid.

Section B: Vendor References

The following information is required from all bidders, so all bids may be reviewed and properly evaluated:

Company Name _____

Business Address _____

Number of years in business _____ How long in present location _____

Total number of current employees _____ Full time _____ Part time _____

Number of employees you plan to use to service this contract _____ Full time _____ Part time _____

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

1 Company Name: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

2 Company Name: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

3 Company Name: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

4 Company Name: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

SPECIFICATIONS

It is the intent of these specifications to describe in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the bidder to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception.

Grader Re-Bid Specifications

Basic Machine:

- Shall be all wheel drive, with 14ft. mold board with standard 5/8 hardware.
- 17.5-25 radial tires on 3 pc wheels.
- Enclosed cab with climate control, all wipers, proper ventilation for defrosting windows.
- High back cloth upholstered air ride seat with armrest.
- Rear ripper / scarifier with 3 ripper shanks and 9 scarifier shanks and a push block counter weight in the front machine.
- Equipped with dual beam lights for driving on the road. Brake lights, turn signals and hazard light, will have all lighting for night work.
- Heated right and left rearview mirrors.
- Lower front wipers.

Engine:

- Must meet EPA standards. Must have dual radial seal dry air cleaner.
- Shall have wet-sleeve cylinder liner design.
- Shall be a turbo charged 6-cylinder diesel engine built by manufacturer of the machine.
- Shall have no less than 270 horsepower.
- Shall be equipped with a power management system for variable horsepower.
- Shall be equipped with electronic over speed protection.
- Shall be equipped with a curved stack to minimize water entry into exhaust.
- Shall be equipped with a system to prevent engine stall.
- Shall be equipped with throttle control.
- Shall be controlled by a switch to allow to increase, decrease and resume located on the right-hand console.
- D.P.F shall be self-cleaning on the fly with indicator light on monitor to inform operator of its status.
- Shall be rubber mounted to reduce noise and vibration.

Cooling:

- Coolant level should easily be check by a sight glass or overflow tank.
- Shall have extended life coolant in the system.
- Shall have air to air cooling for low-speed operation.
- Shall have charge air cooler restriction sensor with in cab warning light.
- Shall have a hydraulic driven variable speed auto reversing engine fan, for improved fuel economy and cooling performance. It will also have a switch to allow operator to control the reversing.
- The engine shall automatically adjust for the power draw of the fan.
- Cooling system shall be isolated from the engine compartment.
- Cooler shall have a pivot and or door to provide access for easy cleaning.

Transmission and Drive Train:

- Shall have an auto shift mode.
- Shall have no drive shaft that crosses the articulation pivot point of the machine.
- Shall have an electronic inching pedal.
- The transmission shall have an independent oil reservoir, cooling and filtration system.
- Decelerator
- Transmission shall be rubber mounted.
- Direct drive, power shift counter shaft type.
- Shall have a guard protecting the transmission.
- shall be adjustable by operator and shall have an auto mode, and shall be effective in gear 1-7.
- Six-wheel drive shall be dual path hydrostatic separate left and right, aggressiveness.
- Brakes shall be oil cooled, self-adjusting, wet multidisc in board of tandem pivot.
- Park brake shall be independent of the service brakes and shall be spring applied and pressure released.
- Differential lock shall be electro-hydraulically controlled as a standard feature, a multi wet disc design capable of being engaged / disengaged at any time and have a selectable auto mode.
- Park brake shall be integrated into the transmission, but serviceable without removing the transmission.
- Axles shall be single reduction planetary final drive.
- Shall be no less the 20 degrees left or right, with replaceable sealed bushing at pivot points.
- Shall be able to pivot not less than 30 degrees 15 degrees up and 15 degrees down steering angle.
- Shall have an arched front axle for maximum ground clearance.

Hydraulic system:

- Left and right blade lift shall have hydraulic float control.
- The hydraulic system will have a sight gauge for easy visual checking of fluid level.
- Shall have accumulators on the blade lift cylinders to minimize vertical impacts.
- Shall have auto articulation function with a switch in the cab to turn it on and off.

Electrical system:

- Shall be 24 volts with 125-amp alternator.
- Batteries shall not have less than 1400 CCA with no less than 400-minute reserve capacity.
- The cab shall have a 24v to 12v converter of not less than 15 amps continuous / 25-amp peak.

- All electrical connections shall be weather tight for corrosion protection.
- Shall have include front and rear turn signals, marker lights, brake lights and hazard warning lights, will be equipped with high / low beam lights for driving lights for working, and lights for backup.
- Shall have indicator in the cab for high beam/ left and right turn and hazard light functions, all switches shall be solid state distribution and sealed to keep out dust and moisture.
- Shall be wired for beacon, radio and auxiliary circuit with AM / FM radio installed with Bluetooth.
- Shall have electrical harnesses and hydraulic valves to accommodate automated grade systems such as (Topcon, Trimble).
- Shall have a built-in cross slope system in the machine.
- All hydraulic controls shall be pilot or electro-hydraulic. Articulation shall have a return to center function.

Frame:

- Shall have no less than a 20-degree articulation angle.
- Shall have not less than 7 locking pin positions for the saddle.
- Shall have not less than 4 tie down point for transporting.

Circle & mold board:

- Mold board shall be 14 ft long no less than 24” high and no less than 1 inch thick with standard 5/8 hardware for cutting edges and end bits.
- Mold board will have 8 inch cutting edges with end bits.
- Mold board slide wear strips shall be adjustable with jack screws both horizontal and vertical so there will be no need for shims.
- Single input gearbox with slip clutch.
- Circle wear strips shall be replaceable without removing the circle support castings.

Tires & wheels:

- Shall have 17.5R25 radial tires mounted on 3 pc wheels.

Other:

- Shall be equipped with a backup camera for safety.
- Shall have a rear ripper with 3 ripper shanks and 9 scarifier shanks.
- Shall have a front push block / counter weight of not less than 2800 lbs.
- Fire Extinguisher installed inside cab.

Warranty Non-Negotiable:

- The machine shall have a 72 month or 5,000 Hours full machine warranty with travel time and mileage included with this warranty.
- If the machine is down for more than 48 hours a replacement is to be furnished at no charge to Benton County.

Buy Back, Trade-In Values:

- Buy back options are requested but not required for 48 months 5000 hour and 60 months 6000 hours. Buy back options are considered alternates.
- Any and all alternates will be taken in consideration when awarding this bid.
- Benton County reserves the right to reject any and all bids.

Delivery:

The winner of the bid must deliver the machines within 45 days of the bid acceptance or the vendor will provide machines at no charge for the county to use until the machines are delivered.

BID SHEET

Description	Price per each	Total
(4) New Graders (Please include a spec sheet for this product.)		

OPTIONS

Alternate Number	Description	Price per each	Total
Alternate #1	Less Guaranteed 48 month/5000 hours buy back		
Alternate #2	Less Guaranteed 60 month/6000 hours buy back		
Alternate #3	Less Trade-In of (4) used graders 2017 John Deere 772GP 1DW772GPCHF682602 2017 John Deere 772GP 1DW772GPVHF682696 2016 Cat 140M AWD CAT0140MJN9G00192 2016 Cat 140M AWD CAT0140MTN9G00186		

Winning bid could include one or more alternate(s).

Please don't include tax in the above totals

Additional Pricing Notes:

Section E: Statement of Disclosure & Contact Information

Bidder must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

<input type="checkbox"/>	No Known Relationship Exists
<input type="checkbox"/>	Relationship Exists (Please Explain Below)

Primary Contact information if different than signature page:

At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Bidder shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) so the County Selection Committee can contact for clarification or interview via telephone.

Name of Primary Contact	
Phone #	
E-Mail Address	

Section F: Authorized Signature Page

Bid must be signed to be considered.

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and County Judge. The person that signs this form must be able to legally bind a contract for this firm.

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Date: _____ Signature: **X** _____

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

*Please submit (1) original bid and (1) one copy (CD or USB flash drive).